



Order Filed on May 29, 2019 by
Clerk U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**
Caption in Compliance with D.N.J. LBR 9004-1

LAW OFFICES OF KENNETH L. BAUM

A Limited Liability Company
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In re:

E Z MAILING SERVICES, INC. d/b/a EZ
WORLDWIDE EXPRESS AND UNITED BUSINESS
EXPRESS,

Debtor.

Chapter 11

Case No. 19-17900

Hon. Stacy L. Meisel

In re:

UNITED BUSINESS FREIGHT FORWARDERS,
LLC,

Debtor.

Chapter 11

Case No. 19-17906

Hon. Stacy L. Meisel

**CONSENT ORDER RESOLVING TOTAL WAREHOUSE INC.'S
EMERGENCY MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

The relief set forth on the fo]

ORDERED.
DATED: May 29, 2019

A handwritten signature in black ink, appearing to read "John K. Sherwood".

Honorable John K. Sherwood
United States Bankruptcy Court

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In re: EZ MAILING SERVICES, INC. d/b/a EZ WORLDWIDE EXPRESS AND UNITED BUSINESS EXPRESS, et al.

Case No.: 19-17900 (SLM) et al.

Caption of Order: CONSENT ORDER RESOLVING TOTAL WAREHOUSE INC.'S EMERGENCY MOTION FOR RELIEF FROM THE AUTOMATIC STAY

This matter comes before the Court by motion [Docket No. 27] (the "Relief from Stay Motion") of movant Total Warehouse Inc. ("Total Warehouse"), by its attorneys of record, and respondents EZ Mailing Services, Inc. and United Business Freight Forwarders Limited Liability Company (collectively, the "Debtors") having filed an objection [Docket No. 74] to the granting of the Relief from Stay Motion; and it appearing to the Court that the parties herein have agreed to a resolution of this matter on the terms and conditions set forth herein; it is therefore

ORDERED that:

1. Upon the closing (the "Closing") of the asset sale (the "Asset Sale") of the Debtors' operations and assets centered around a warehouse in Vernon, California and centered around the Amazon delivery business in Los Angeles, California to QX Logistix LLC (the "Purchaser") and the release of the Lump Sum Payment (defined below) to Total Warehouse, Purchaser shall acquire the pallet racking (the "Pallet Racking") owned by Total Warehouse and located in the Vernon, California warehouse free and clear of all liens, encumbrances, claims and other interests of Total Warehouse. As soon as reasonably practicable thereafter, Total Warehouse shall discharge and release any and all UCC Statements and other filings and recordings with respect to Total Warehouse's interest in, to and upon the Pallet Racking.

2. As soon as reasonably practicable after the entry of this Order on the Court's docket, Purchaser (or its designee) shall promptly wire-transfer the sum of \$30,500 (the "Lump Sum Payment") into the escrow account of counsel of record to Total Warehouse or otherwise deliver the Lump Sum Payment to counsel of record to Total Warehouse on terms and conditions and by method acceptable to both Purchaser and counsel of record to Total Warehouse. At the Closing, Purchaser shall authorize the release of the Lump Sum Payment from counsel's escrow

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account to Total Warehouse. The Lump Sum Payment shall constitute the entire amount of monies necessary to purchase the Pallet Racking and cure the monetary arrears on certain forklifts (the "Forklifts") previously rented by the Debtors and used at the warehouse located in Vernon, California pursuant to the rental agreement (the "Rental Agreement") that is the first of the two Rental Agreements attached as Exhibit 1 to the Declaration of Boyd Keifus [Docket No. 27-3, Exhibit 1]. The Forklifts are identified in paragraph 3 herein.

3. The Forklifts are identified as follows:

Type	Serial #	Model #
Crown / Stand up	1A361658	RD572530
Hyundai - Fork Lift	HHL05CD0000108	40L-7A
Nissan Unicarries- Fork Lift	CP1F1-9N20843	MCP1F1A20LV
Raymond Stand up	740-08-AB11425	740R35TT

4. Subject to the occurrence of the Closing, the Rental Agreement for the Forklifts is hereby assumed by the Debtors and assigned to Purchaser, pursuant to Section 365 of the Bankruptcy Code, as modified hereby to provide (1) a fixed monthly rental payment of \$7,250 per month payable by Purchaser to Total Warehouse not later than the fifth (5th) calendar day of each month and (2) an initial six month term for the rental of the Forklifts, with Purchaser and Total Warehouse having the option to cancel such agreement on 30 days' notice after the completion of the initial six months. The remaining terms and conditions of the Rental Agreement remain in full force and effect without modification.

5. The first fixed monthly rental payment of \$7,250 is payable by Purchaser to Total Warehouse no later than close of business on May 31, 2019, TIME BEING OF THE ESSENCE.

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If such payment is not timely made, Total Warehouse is hereby granted relief from the automatic stay under Section 362(a) of the Bankruptcy Code effective June 1, 2019 to exercise its state law rights with respect to the Forklifts and Pallet Racking, and counsel to Total Warehouse shall promptly return the Lump Sum Payment to Purchaser or its designee.

6. Upon the entry of this Order on the Court's docket, Total Warehouse's Relief from Stay Motion and objections to approval of the Asset Sale are deemed withdrawn.

7. In the event that the Closing of the Asset Sale does not occur on or before June 7, 2019, TIME BEING OF THE ESSENCE, Total Warehouse is hereby granted relief from the automatic stay under Section 362(a) of the Bankruptcy Code effective June 8, 2019 to exercise its state law rights with respect to the Forklifts and Pallet Racking, and counsel to Total Warehouse shall promptly return the Lump Sum Payment to Purchaser or its designee.

8. This Consent Order may be signed in counterparts, which taken together shall constitute one original. A facsimile signature or a PDF copy of a signature by any of the parties shall have the same force and effect as an original signature.

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9. Notwithstanding any Federal Rule of Bankruptcy Procedure or Local Bankruptcy Rule to the contrary, this Consent Order shall be effective immediately upon its entry on the Court's docket.

We respectfully ask for this:

**LAW OFFICES OF KENNETH L.
BAUM LLC**

By: /s/ Kenneth Baum

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